



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-038-2022

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**File Number: RES-22:036**

**Enactment Number: R-EN-038-2022**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH  
FIRST COMMUNITY BANK FOR SPONSORSHIP OF ONE FIELD AT THE JONESBORO  
SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro, Arkansas owns and maintains Jonesboro Shooting Sports Complex located at 3702 Moore Road; and

WHEREAS, First Community Bank is seeking sponsorship recognition on one Trap/Skeet Field at the Jonesboro Shooting Sports Complex; and

WHEREAS, First Community Bank is sponsoring the field for the sum of \$75,000 for a period of 10 years;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF  
JONESBORO, ARKANSAS

SECTION 1: That the City of Jonesboro, Arkansas shall contract with First Community Bank for the sponsorship of a Trap/Skeet Field at Jonesboro Shooting Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED THIS 1ST DAY OF MARCH 2022.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR A TRAP/SKEET FIELD AT JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between **First Community Bank** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **1st** Day of **January, 2022** (Effective Date).

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Jonesboro Shooting Sports Complex", and hereafter referred to as the "FACILITY"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the FACILITY by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the FACILITY;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

### **I. Term**

- (a) The term of this Agreement is for a period of ten (10) years commencing on the Effective Date and ending at midnight on the **December 31, 2031**.

### **II. Sponsorship of Facilities**

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the Trap/Skeet Field #5 located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship the total sum of **\$75,000**.  
A sum of **\$7,500** shall be paid on **January 1<sup>st</sup> of each year**.
- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional ten years. Should SPONSOR choose to exercise its right to renewal, SPONSOR shall give CITY written notice of such renewal on or before December 31, 2031; and on or before expiration of each successive ten (10) year term thereafter.

- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish the first 3' x 6' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed between the parties that CITY is responsible for repair and/or replacement of SPONSOR'S sign due to damage, not considered Force Majeure as described below, including but not limited to: wind, water, sun, hail, soil erosion, or actions of visitors to the FACILITY.
- 7) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, pandemic, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment, ammunition, or supplies, making the use of the FACILITY in effect futile, or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance of the Sponsorship, including payment of Agreement fees and/or furnishing signage, and the other Party shall likewise be excused from performance of its obligations until the delay, restriction or interference has ceased or the expiration of this Agreement whichever is earlier.

### **V. Injury or Death**

Nothing in this Agreement shall be constructed to impose any liability on SPONSOR for any personal injury or death resulting from any individual, group, company, business', or any other use of the FACILITY nor impose any liability on SPONSOR for any personal injury or death


resulting from the negligence of CITY or its management, agents, employees, or other personnel's operating and/or management of the FACILITY.

**VI. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

FIRST COMMUNITY BANK

By:   
Name: S. Allen Williams  
Title: Mayor & President  
Date: 2/9/22

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April Leggett, City Clerk,